

Union Tank Car Company



90 Half Day Road
Lincolnshire, Illinois 60015

Direct Tel. No.:

Law Department

RECORDATION NO. *6814-AAAA* Filed 1425

MAR 17 1980 - 10 00 AM

A Subsidiary of
Trans Union Corporation

INTERSTATE COMMERCE COMMISSION

March 7, 1980

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No. **0-077A023**

Date **MAR 17 1980**

Fee \$ **10.00**

ICC Washington, D. C.

Dear Sir:

We transmit to you herewith by certified mail for recordation, pursuant to Section 20c of the Interstate Commerce Act, an original and two certified counterparts of an Eighth Supplemental Equipment Trust Agreement dated as of March 5, 1980, between Union Tank Car Company, 90 Half Day Road, Lincolnshire, Illinois 60015 (the "Company") and The First National Bank of Chicago, One First National Plaza, Chicago, Illinois 60670, as Trustee.

The said Eighth Supplemental Equipment Trust Agreement amends and should be recorded as a supplement to the Equipment Trust Agreement dated as of September 15, 1972, which was recorded with your office on November 27, 1972, and assigned recordation number 6814. We enclose herewith a check in the amount of \$10 payable to the Interstate Commerce Commission to cover the recordation fee.

Please return the original copy of the Eighth Supplemental Equipment Trust Agreement to Union Tank Car Company at the above address, attention of the undersigned.

Very truly yours,

UNION TANK CAR COMPANY

By *W.B. Moore*
For William B. Moore

RECEIVED
MAR 17 9 56 AM '80
FEE OPERATION
T.O.C.

Interstate Commerce Commission
Washington, D.C. 20423

3/18/80

OFFICE OF THE SECRETARY

William B. Moore
Union Tank Car Company
90 Half Day Road
Lincolnshire, Illinois 60015

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/17/80** at **10:00am**, and assigned re-recording number(s). **6814-AAAA**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. *2814 AAAA* Filed 1425

MAR 17 1980 -10 00 AM

INTERSTATE COMMERCE COMMISSION

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

CERTIFICATE

The undersigned, Helen Joy Krug, a Notary Public in and for said County, states that she compared the attached copy of the Eighth Supplemental Equipment Trust Agreement dated the 5th day of March 1980, between The First National Bank of Chicago and Union Tank Car Company with the original document, and certifies that it is a true and correct copy in all respects.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and notarial seal this 7th day of March, 1980.

Helen Joy Krug

Notary Public

*My commission
expires: 7/10/80*

UNION TANK CAR COMPANY
EQUIPMENT TRUST
(Series C)

THIS EIGHTH SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT dated as of March 5, 1980, by and between THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, as Trustee (the "Trustee"), and UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company").

WITNESSTH:

WHEREAS, the Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of September 15, 1972, as supplemented (the "Trust Agreement"), providing for an issue of its Equipment Trust Notes (Series C) (the "Notes"), in an aggregate principal amount not to exceed \$60,000,000 at any one time outstanding, of which Notes in the aggregate principal amount of \$54,652,697 are outstanding as of the date hereof; and

WHEREAS, the Company deems it necessary, desirable, and appropriate to amend certain provisions of the Trust Agreement so as to increase the aggregate principal amount of the Notes authorized to be outstanding at any one time; and

WHEREAS, the Company has filed with the Trustee a Request for an amendment to the Trust Agreement to the foregoing effect, a certified copy of resolutions adopted by the Board of Directors of the Company authorizing the execution and delivery of this Eighth Supplemental Equipment Trust Agreement, and evidence of the consent thereto by the holder of 100% in principal amount of the outstanding Notes;

NOW, THEREOFRE, in consideration of the premises, the mutual covenants herein contained and other good and valuable considerations, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders from time to time of the Notes, as follows:

ARTICLE ONE

Increase in Authorized Principal Amount of the Notes

The number "\$60,000,000", where it appears in the Form of Note set forth in the Trust Agreement and in Section 2.01 thereof, is hereby amended to read \$120,000,000."

ARTICLE TWO

Amendment of Outstanding Notes

Each of the Notes evidencing the indebtedness presently outstanding under the Trust Agreement shall be deemed to be amended so that the authorized principal amount of the Notes shall read as set forth in the amended Form of Note hereinabove approved.

ARTICLE THREE

Issuance of Replacement Notes

The holders of Notes heretofore issued and presently outstanding under the Trust Agreement may but shall not be required to surrender such Notes to the Trustee for the purposes of exchanging such Notes for a new Note or Notes containing the amended amount of Notes authorized to be outstanding at any one time, as herein provided.

ARTICLE FOUR

Miscellaneous Provisions

Except as hereby expressly provided, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

This Eighth Supplemental Equipment Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Eighth Supplemental Equipment Trust Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the day and year first above written.

UNION TANK CAR COMPANY

ATTEST:

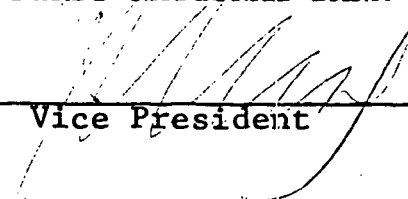

Assistant Secretary

By 
Vice President

THE FIRST NATIONAL BANK OF CHICAGO

ATTEST:


Assistant Secretary

By 
Vice President

STATE OF ILLINOIS)
COUNTY OF L A K E) ss.:

On this 5th day of March, 1980, before me personally appeared P. J. Johnson, to me personally known, who, being by me duly sworn, says that he is a Vice President of UNION TANK CAR COMPANY, a Delaware corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires:
NOVEMBER 14, 1981

STATE OF ILLINOIS)
COUNTY OF C O O K) ss.:

On this 5th day of March, 1980, before me personally appeared J. R. Grimes, to me personally known, who, being by me duly sworn, says that he is a Vice President of THE FIRST NATIONAL BANK OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said Bank, that said instrument was signed and sealed on behalf of said Bank by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Bank.


Notary Public

My commission expires: 9-17-83